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SUSAN Y. SOONG
 CLERK, U.S. DISTRICT COURT
 NORTH DISTRICT OF CALIFORNIA
 SAN JOSE OFFICE

ADR

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United States District Court
 Northern District of California - San Jose

10 MICHAEL MIROYAN, INDIVIDUALLY,
 11 AND AS MANAGER AND OWNER OF
 12 100% OF THE MEMBERSHIP INTERESTS
 13 OF HAWAIIAN RIVERBEND, LLC AND
 14 ON BEHALF OF THE GENERAL PUBLIC
 15 ACTING AS A PRIVATE ATTORNEY GENERAL,

CASE No:

COMPLAINT IN LAW & EQUITY
 FOR DAMAGES, DECLARATORY
 AND INJUNCTIVE RELIEF
 FOR VIOLATION AND DEPRIVATION

PLAINTIFF

OF CIVIL AND
 CONSTITUTIONAL RIGHTS
 (BIVENS ACTION)

16 ~~THE~~ VS. ~~Kenneth Kai~~
 17 Robert D.S. Kim, ~~Matthew Shannon~~
 18 ~~Kenneth Kai~~, ~~Matthew Shannon~~
 19 Wayne Silver, Michael Carroll, Quang ~~Hang~~
 20 Hang, David Lucas, Michael
 21 Schuster, Andrew Kennedy,
 22 Paul Salla Jr., AND Title Guarantee
 23 AND TRUST TITLE CO., AND DOES 1-100
 24 inclusive.

2) VIOLATION OF ELDER ADULT
 ABUSE CALIFORNIA LAW

3) VIOLATION OF CALIF. & HAWAII
 CONSTITUTIONAL LAW

4) DENIAL OF ACCESS TO
 THE COURTS

5) DEPRIVATION OF DUE
 PROCESS RIGHTS

6) CONSPIRACY TO DEPRIVE
 CIVIL RIGHTS

7) DENIAL OF EQUAL PROTECTION UNDER THE LAW

8) FRAUD, CONSPIRACY TO COMMIT FRAUD, TORT CLAIMS

9) REQUEST FOR PERMANENT INJUNCTION; (12) REQUEST FOR COUNSEL
 RELIEF, STAY OF PROCEEDINGS, PRELIMINARY
 INJUNCTION, JURY TRIAL REQUEST

DEFENDANTS

7.2) Tortious Interference w/ bona fide business

7.5) Breach of CONTRACT; Breach of fiduciary duty

for violation of rights; 10) Declaratory Permanent Injunction; (12) request for Counsel

CIVIL RIGHTS COMPLAINT FOR DAMAGES, DECLARATORY & INJUNCTIVE RELIEF

1 Plaintiff Michael Miroyan, INDIVIDUALLY AND on
 2 behalf of the General Public, Acting AS A Private Attorney
 3 General Alleges:

4 ~~Pl~~ Plaintiff Michael Miroyan is an individual, 67 years
 5 of age and currently resides in Santa Clara County, CA
 6 where he has lived since 1957. He was raised in Sara-
 7 toga, CA. as the first of 3 boys raised by Bernita and
 8 Markes Miroyan, a Calif. Licensed Attorney for over 30 yrs.
 9 Michael did well in school, was a likeable fellow and was
 10 elected student body President of the 1200 students at
 11 Saratoga High School 1969-1970. He also achieved the
 12 rank of Eagle Scout was President of the Key Club,
 13 varsity letters in Soccer, Tennis, Wrestling and
 14 went to college at Univ. of Calif @ Santa Barbara for 1 yr
 15 and then transferred to Stanford University for his
 16 undergraduate education in 1971, majoring in Political
 17 Science. Michael Miroyan made some good choices
 18 and some poor choices and then in 1998 at the age of 46
 19 he started his career as a real estate developer.

20 (See Exhibit 1 Resume of MM)

21 Between 1998-2007 when the real estate
 22 market took a violent turn for the worse... the
 23 worst recession in 40 yrs... in those 9 years, Michael
 24 Miroyan completed 11 (eleven) subdivisions, 421 residential
 25 units and over \$20 million dollars in constructions loans and
 26 jobs for the community - all based on and because of
 27 his guts, his savvy, his initiative, persistence and
 28 skills in real estate. Quite an accomplishment by a man

1 who began at age 46 and finished at age 55. Michael
2 MIROYAN has always concentrated on providing a
3 significant public benefit and has earned all his
4 properties and income.

5 In July 2005, MIROYAN landed his
6 biggest acquisition of his life when he bought
7 13,767 acres from WAIKOLOA Cattle Co. & WAIKOLOA
8 Development Co for \$60 million dollars. Michael
9 MIROYAN handled all the negotiations w/ the seller
10 himself and at the end of the day he was the
11 first and only one on the contract and overnight
12 that purchase made Michael MIROYAN and his
13 UKRAINIAN PARTNERS the 5th largest property owner
14 in the state of Hawaii.

15 In Sept. 2005, MAI APPRAISER Halstrom
16 appraised the 13,767 acres conservatively at \$164 million
17 \$104 million dollars more than what we paid for the
18 property and Michael MIROYAN'S skills at land
19 acquisition and his business acumen were in plain
20 sight for all to see. He had made his partners
21 and himself \$104 million ^{in Sept. '05} on a \$60 million purchase.

22 MIROYAN then sold the WAIKOLOA Village
23 properties in 2006 on behalf of the partnership
24 and he raised \$252 million dollars in offers for the
25 800 acres in the village... one offer of \$100 million
26 from Pacific Century Group is attached here (Ex. B)
27
28

1 FOR ANYONE TO PORTRAY MICHAEL MIROYAN OTHER THAN
 2 AN ACUTE, SAVVY AND HONORABLE BUSINESSMAN, IS
 3 AN ABSOLUTE LIE. NONE OF THE PEOPLE INVOLVED IN THIS
 4 CASE - NO ONE - HAS DONE WHAT MIROYAN HAS
 5 DONE. THEY HAVE NOT BROUGHT \$60 million cash
 6 TO THE BIG ISLAND; NOR RECEIVED \$100 million dollar
 7 offers - none of them have MIROYAN'S land acquisition
 8 skills nor his vision or his guts and all they
 9 can do is make or take money off of his creations.

10 MIROYAN IS A RICKER TO HIS ASSOCIATES AND EVEN
 11 HIS ENEMIES - GREEDY, PATHETIC ENEMIES MAKE
 12 MONEY OFF HIS EFFORTS!

13 "When you drink from the well, remember
 14 the man who built it." CHINESE PROVERB

15 THIS CASE IS ABOUT GREED AND THE GREED TO
 16 WHICH PEOPLE WILL GO TO GET THEIR HANDS ON MONEY, LOTS
 17 OF MONEY, MICHAEL MIROYAN'S MONEY - HIS LAND -
 18 THAT HE EARNED AND THAT WHICH THEY CONSPIRE TO STEAL.

19 MIROYAN HAD TO SUE HIS BUSINESS
 20 PARTNERS IN 2008 BECAUSE THEY WEREN'T HONORING
 21 THEIR AGREEMENTS. IN 2009, MIROYAN SETTLED
 22 AND RECEIVED 31.3 ACRES IN WAIKOLOA VILLAGE
 23 AS THE MAJORITY OF HIS SETTLEMENT. TMK # 6-8-02-21
 24 THE PROPERTY WENT INTO HIS WHOLLY OWNED
 25 HAWAIIAN RIVERBEND, LLC FORMED BY HIS CALIFORNIA
 26 ATTORNEY NAME IN NOV. 2009.

27 MIROYAN NEEDED \$300,000 TO PAY HIS
 28 EX PARTNERS AS PART OF THE SETTLEMENT & INVITED THE
 KAI'S, JAE & KENNETH TO PARTICIPATE WITH THE
 HOPE & BELIEF MIROYAN COULD PAY BACK SOME

1 \$400 in personal unsecured notes that Miroyan owed
 2 the Kai's and because of the drastic market
 3 change in 2007, was heretofore unable to do.

4 A deal was struck! Miroyan gave the
 5 Kai's 50% membership interests w/ his now 50%
 6 of HR, LLC AND he gave them the 1st lien
 7 position of lender also. Kai's put up \$360,000
 8 and Miroyan gave them a \$540,000 mortgage
 9 50% return (\$180,000) all due in 3 yrs. May 2013.

10 As part of the contractual agreement,
 11 a membership purchase agreement was prepared
 12 and duly signed along w/ the operating agreement,
 13 etc.

14 Miroyan was to be Manager w/ a \$3500/mo
 15 salary. He & planning consultant Sidney Fuke,
 16 were to change the zoning to commercial on
 17 14.66 AC and subdivide the 31.3 into 3 parcels.

18 The Kai's were to pay bills when
 19 asked by the MGR for the accounting salaries
 20 properly taxes, sub-contractors etc upon the
 21 MGR's issuing of a "capital call". Eschew closed
 22 in May 2010. The Kai's learned of this transaction
 23 thru Michael Miroyan only and they thanked
 24 him by stabbing him in the back and hitting
 25 did he know because they lied so good.

26 By the Spring of 2012 the Kai's
 27 had surreptitiously hired attorneys Michael Caudle
 28 and Matthew Shannon to assist them in the
 stealing of the commercial property about to be rezoned

"No Good Deed goes Unpunished." The adage finds particular relevance here as the Greedy Kai's breached their fiduciary duty to Miroyan their fellow member of the LLC w/ a clear agreed upon goal in sight by hiring lawyers w/out disclosing it to Miroyan and then the four of them conspiring to steal the property which was set to go to the Planning Commission for approval in NOV. 2012.

Observe the torturous interference by the Kai's and their hidden snake attorneys as the Kai's quit all funding in July 2012 and go into a flagrant breach of the MPA. This breach of contract is designed to sour and greatly slow down the project. They will kill it slowly. Miroyan has little savings and w/out his salary will soon be financially strapped as he went all in on the project to be able to pay back Kai's rather than getting more money from his settlement w/ his ex-partners. Never in his wildest dreams could he conceive the Kai's would backstab him when he is paying back unsecured notes that most others would have walked away from.

Miroyan issues cap calls in July and in Sept. '12 but the Kai's don't fund. They want to be lender only because Miroyan later found out - they couldn't foreclose on themselves, so

they had to come out of the LLC and to this end w/ lies and fraud and breaches and obfuscated trickery they hoodwinked Miroyan to becoming Lender only and Miroyan raising their mortgage by \$650,000 without the KATs putting up 10%!!

There is no money trail for the increase in mortgage. This is lender fraud and conspiracy to defraud and interference w/ Miroyan's business advantage and these lawyers are coaching and breaking the law from Spring 2012 until Jan. 2015 when they finally surface.

Quang Hung Hark is a Calif. notary who the KATs and/or their attorneys paid to fraudulently notarize Miroyan's signature on the \$900,000 note he signed when he believed on Aug 7, 2013 that they were finally in agreement. Quang Hung's forgery of the notarization of Miroyan's signature is fraud; it's illegal and renders the amended mortgage and note as an illegal instrument and it is therefore void. With the purchase of Quang's loyalties to the fraud scheme there are now 5 co-conspirators. Miroyan didn't realize any of this at the time - he knew nothing. When he signed on Aug 7, 2013 he specifically did not notarize because the payback date had not been agreed upon. The 2nd mortgage he did notarize and sign because it was due on 3 yrs w/ a subordination clause in it. But to back he did not notarize. Secrecy

2) The main cause of action in this lawsuit is two-pronged: it is against the Kai Family Trust and the 2 trustees Ken and Joe for fraud, for breach of Contract, of fiduciary duty, for violation of ~~the~~ bona fide business practices, for taking advantage of my business advantage, for not releasing the mortgages which caused me irreparable damage and to lose the lawsuit which Nirayan went to trial on where he lost ~~the~~ \$800,000 and \$1.5 million and the second prong is against the Hon Robert DS Kim for 1983 Civil Rights violations 42 USC 1983 civil rights violations.

3) Defendant Toe Lai and defendant Ken Kai are both living here in Santa Clara County and have done so for the last 30 years just like Plaintiff Miroya. All deals were discussed and agreed upon in Santa Clara County. All contracts were signed in Santa Clara County. All monies changed hand in Santa Clara County and all parties live in Santa Clara County including the notary Quang Hung Hwang.

4) Therefore Name is proper in Santa Clara County
5) at all times Matthew Shannon and Michael Candel
worked together for the FBI's since 2012 and both
work in Honolulu and their conduct is violative
of their oaths to the Hawaii & US Constitution.
Both have joined the Conspiracy to defraud
Mironov and both have committed overt
acts in furtherance of their dirty goal, the
theft of an elderly man's land, which is elder abuse.

6) Both Dr. Ken and Tai Kai as well as both of their miscreant attorneys Shannon and Carroll are being sued in their individual capacity also for all of them knowingly and willingly breaking the law and more all for their love of someone else's money.

7) Notary Quang has yet to perjure himself but HIROYAN is sure he will and for his forgery of the notary of HIROYAN's signature he should pay dearly for the note amended mortgage would not have been recorded w/out it.

8) Title Guarantee and Trust is complicit in this fraud because one of their employees took over HIROYAN's escrow and gave it to the FA's side and put the amended mortgage in their oversight pouch all without HIROYAN's consent or knowledge and while his back was turned embroiled in the lawsuit over his ranch, the amended mortgage was signed on Aug 7, 2013. It was recorded NOV. 18, 2013 it was recorded 101 days after HIROYAN signed!! Why? Why wait so long? Because that's when HIROYAN was embroiled in trial.

Sneaky, sneaky and dirty - are the FA's and their greaseball attorneys. The amended mortgage is void - it's an illegal instrument.

8) Yet Judge Robert Kim has done everything he

1 Can to prevent Miroyan from even having
 2 access to the Court, let alone a fair day
 3 in court. The litany of allegations against
 4 Robert Kim, whom Miroyan is suing in his
 5 individual as well as official capacity cannot
 6 all be delineated here but will be in the first
 7 amended complaint. But here are a few
 8 of the standouts by this judge who under the
 9 color of law and authority denies Miroyan
 10 every the most miniscule of due process
 11 rights nor equal protection under the bill
 12 of rights. (Doesn't that speak for itself -
 13 Judge Kim obliterates it!! And does not
 14 allow Miroyan access to petition the Court for
 15 his grievances. Judge Kim has joined the
 16 conspiracy to defraud Miroyan of the
 17 property he earned and the must now be
 18 removed due to this lawsuit against him.
 19 9) Defendant Robert DS Kim has purposely denied
 20 Miroyan access to the Court. Defendant Kim knows
 21 that Miroyan has been "blacklisted" which is
 22 tantamount to being a "leper" and as such I
 23 have been banished; ex-communicated and no
 24 one will touch me or my case. This coupled w/
 25 Miroyan's financial woes makes it impossible
 26 to hire an attorney and yet that is exactly
 27 what Defendant Kim demands!! If so much
 28

1 easier to win when the opposing side has no
 2 voice! These are bedrock constitutional
 3 violations of the basic and cherished rights all
 4 Americans enjoy. It's what makes our country
 5 great and Defendant Kim will have none
 6 of it.
 7 10) Who has blacklisted Miroyan... that scary
 8 word from the witch hunt McCarthy hearings
 9 70 years ago from the 1950's. Even then McCarthy
 10 stood up and said it was he who was doing the
 11 enquiring re: Russian spies. But here it is but
 12 a shadow - no one is talking to Miroyan but
 13 Miroyan believes he knows who is doing
 14 it - this banishment and exile because it
 15 has to be the one or the group that covets the
 16 14ac. of Comm. that is the subject of ~~Case #15-0164 K. Kai vs. HR, LLC (Miroyan)~~
 17 Case #15-0164 K. Kai vs. HR, LLC (Miroyan)
 18 The Kai's are trying to steal 14 acres of C-20
 19 Comm. worth \$6 million for the \$1 million
 20 they are owed supposedly and that is their
 21 goal. The Kai's are in no danger of losing
 22 their secured 1st mortgage plus interest but
 23 they want more... bring on the forgery by the
 24 notary - observe his date where he lies
 25 and say Miroyan appeared before him on
 26 Aug. 10, 2013! Miroyan was negotiating w/ the
 27 Kai's for 90 days after that until NOV 2013 not
 28

knowing the Lai's had fraudulently had his signature notarized and had no intent of making a deal w/ Miroyan - they waited and waited and string Miroyan out and then bam! Let the guillotine fall when Miroyan was preoccupied w/ his trial.

- 11) Note * The amended mortgage for \$900,000 filed via T&T's. over the counter on Nov 18, 1/2 was all due and payable \$900,000 all due in eleven days on Dec. 1, 2013. Now do really expect anyone to believe Miroyan recorded and agreed to \$900,000 payoff in 11 days?? These are the obstacles when you cheat and lie and swindle... there's always glitches. (See Ex. D: First amendment of Promissory Note)
- 12) Miroyan has filed a police report w/ St. Police Fraud Dept re: Notary Q. Hung Hong and also w/ the Secretary of State's Office. (See Ex. D) ^{Police Report}
- 13) Judge and Defendant Robert Kim allowed HR's attorney Paul Sulla Jr to withdraw in April 2018 at a hearing Miroyan knew nothing about. Kim likes to hold Court w/o Miroyan, the true owner being there or even being aware of the crooked shenanigans. Defendant Kim allowed Sulla to withdraw knowing the LLC would have no voice, less than 60 days before the Court confirmation hearing on companion case Terwick v. HR, LLC #14-0429K and the result was of course devastating. Miroyan lost a \$1.9m

- 1 a \$1.9 million dollar 11 acre parcel for \$120,000
 2 and got not a dime out of it.
 3 14) Defendant Kim should not let the US
 4 get defenseless like this and the order he signed
 5 drawn up by Sulla says its in compliance
 6 w/ Rule 65. That's false.
 7 It's a lie. Rule 25 calls for the LLC's Manager
 8 Mironov to have signed the order also saying he is
 9 ok with it. See 'Ex. E' order.
 10 Mironov never knew it was going
 11 on because Sulla was working against
 12 his own client HR & Mironov and Defendant
 13 Kim was leading the lopsided street mugging
 14 of Mironov and his hard earned assets.
 15 15) Faced w/ this thievery in broad daylight and
 16 the ignoring of a \$1.5 million sale across the street
 17 from Mironov's HR property was outrageous
 18 because you can't ignore the facts. Both
 19 they did and Defendant Kim adopted the
 20 fraudulent BPO of crooked real estate Broker
 21 David Lucas for \$240,000 and ignored the fact
 22 of the April 2019 sale of \$1.5 million which showed a
 23 huge disparity on the theft of Mironov's land.
 24 16) Andrew Kennedy & Michael Schuster are crooked
 25 Commissioners on the scam.
 26 17) Wayne Silver has lied several times in federal
 27 BK Court while advancing the crooked agenda of
 28 Kai, Shannon, Carol, Hang, et al.

1 14.) I reserve the right to amend this complaint
2 as the evidence unfolds or as I care to amend.
3
4

5
6
7 6/21/19 San Jose, Ca.
8
9

Respectfully,
Submitted,
Omiguy
M. H. ROYAN